

Terms of Service

Last updated: 23rd May 2018

This document, the Shipright Terms of Service ("Terms"), outlines the terms regarding your use of our products. These Terms are a legally binding contract between you and Shipright so please read carefully. By accessing or using the Service, you agree to these Terms of Service and our [Privacy Policy](#).

Definitions

These definitions should help you understand this policy. When we say "we", "us", "our", and "Shipright", we are referring to Shipright B.V. doing business as Shipright, a Dutch privately held company with limited liability. When we say "User", we are referring to the person or entity that is registered with us to use the Service. When we say "you", we are referring either to a User or to some other person who visits any of our Websites. "Personal Information" means any information that identifies or can be used to identify you or a User, directly or indirectly, including, but not limited to, first and last name, email address, occupation or other demographic information. "End User Customer Personal Information" means any information that identifies or can be used to identify your customers ("End User Customer"). This information typically includes first and last name, and email address, but consists of any data that you choose to provide us with. We provide an online platform (the "Service") that you may use to collect and process End User Customer Personal Information.

Changes

We may update these Terms of service from time to time. The most recent version of the Terms is reflected by the version date located at the top of this document. If we alter the Terms profoundly, we will notify our Users by email. Your continued use of the Service following the posting of any changes to the Terms constitutes acceptance of those changes.

Contact

If you have any questions or comments about these Terms, please contact us using the information below.

Shipright B.V.
Coolsingel 104

3011AG Rotterdam
The Netherlands

team@shipright.co
(+31) 10 3400 330
<https://shipright.co>

Or contact our Data Protection Officer, Lennart Nederstigt, at security@shipright.co.

Privacy

In order to operate and provide the Service, we collect certain information about you. We use and protect that information as described in our [Privacy Policy](#). You acknowledge your use of the Service is subject to our Privacy Policy and understand that it identifies how Shipright collects, stores, and uses certain information.

Intellectual Property

The Service and its original content, features, and functionality are owned by Shipright and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the Service.

You will retain all copyright you already hold in content (e.g., Personal Information or End User Customer Personal Information) which you upload, submit or otherwise transmit to the Service. Subject to the Terms, you hereby grant to Shipright a perpetual, irrevocable, transferable, worldwide, royalty-free, and non-exclusive right to collect, use, copy, store, transmit, modify and create derivative works of the content, in each case solely to the extent necessary to provide the Service to you.

Subscription Period

Once you register for use of our Service, you're granted a fourteen days trial period (the "Trial Period"). During this Trial Period, you may use the Service free of charge. We reserve the right to change the duration of the Trial Period at any time. However, if we have offered a specific duration for your Trial Period, we agree that the Trial Period will remain in force for that duration.

After your Trial Period, you have to sign up for a subscription plan ("Subscription Plan") if

you want to continue using our Service. The subscription period for the Subscription Plan can either be monthly, quarterly, per half year, or per year. The Subscription Plan will automatically renew unless you cancel your Subscription Plan at least three business days prior to the renewal date for any given subscription period. You will be billed on or about the same day each given subscription period until such time that you cancel.

Cancelling your Subscription can be done at any time by sending an email to team@shipright.co (with cancellation confirmation from a Shipright representative), in which case your Subscription will continue until the end of the billing cycle before terminating.

Billing/Payment

If you choose to pay for a subscription to the Service (the "Subscription"), you must provide us with current, complete, accurate and authorized payment method information (e.g., credit card information). You authorize us to charge your provided payment method for the Subscription. If you do not cancel your account, we may automatically renew your Subscription and charge you for any renewal term. You understand that failure to pay any charges or fees may result in the suspension or cancellation of your Subscription.

You agree to pay the fees ("Fees") as quoted to you when you purchase the Subscription. Fees paid by you are non-refundable, except as provided in the Terms or when required by law. We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase. You are responsible for all charges related to using the purchased Subscription (e.g., currency exchange settlements). You will pay the Fees in the currency quoted at the time of purchase. We reserve the right to change the eligible currencies at any time.

We reserve the right to change our prices at any time. However, if we have offered a specific duration and Fee for your use of the Service, we agree that the Fee will remain in force for that duration. After the offer period ends, your use of the Service will be charged at the then-current Fee(s). If you don't agree to these changes, you must stop using the Service and cancel by sending an email to team@shipright.co (with cancellation confirmation from a Shipright representative). If you cancel, your Subscription ends at the end of your current Subscription period, and no refunds for previously paid services will be issued.

Updates to the Service

We can make necessary deployments of changes, updates or enhancements to the Service at any time. During the deployment, the Service may not be accessible to you. We may also add or remove functionalities or features, or we may suspend or stop the Service altogether. Such new functionalities or features shall be subject to these Terms. Your continued use of the Service after the introduction of new functionalities or features constitutes your acceptance of the Terms.

Termination

Shipright may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate these Terms or your Shipright account, you may simply cancel your account by sending an email to team@shipright.co (with cancellation confirmation from a Shipright representative). All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Limitation of Liability

In no event will Shipright, or its suppliers or licensors, be liable with respect to any subject matter of these Terms under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Shipright under these Terms during the twelve (12) month period prior to the cause of action. Shipright shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

Indemnification

You agree to indemnify and hold harmless Shipright, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of these Terms, including but not limited to your violation of these Terms.

Disclaimer of Warranty

The Service is provided "as is". Shipright and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of

merchantability, fitness for a particular purpose and non-infringement. Neither Shipright nor its suppliers and licensors, makes any warranty that the Service will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Service at your own discretion and risk. Shipright makes no warranty, express or implied, with regard to the services provided, all such warranties are hereby excluded by Shipright and waived by the client. In no event will Shipright be liable to the client or any other individual or entity connected with the client for any claim, loss of revenue profits, sales, business, data, code, service, information exclusivity or damage of any kind of nature, arising out of or in connection with the Subscription. In any event, Shipright's maximum liability to the client shall be limited to the amounts actually paid to Shipright during the previous twelve (12) month subscription term.

Partial Invalidity

If any provision of this document is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Failure to Enforce

The failure of either party to enforce at any time, or for any period of time, the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party to enforce each and every such provision.

Governing Laws

You agree that the Terms, and your relationship with Shipright, shall be governed by and interpreted in accordance with the laws of the Netherlands.